

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

PEDRO A. ARROYO-VALENTIN,

Debtors.

Case No.: 10-01755 (ESL)

Chapter: 13

PEDRO A. ARROYO-VALENTIN,

Plaintiff,

v.

**PR ACQUISITIONS, LLC, d/b/a
OPERATING PARTNERS;
ALEJANDRO OLIVERAS-RIVERA, as
TRUSTEE,**

Defendants.

Adv. Proc. No. 10-00082 (ESL)

JOINT SETTLEMENT STIPULATION

TO THE HONORABLE UNITED STATES
BANKRUPTCY COURT:

COME NOW, plaintiff Pedro Arroyo-Valentin (hereinafter “Plaintiff or “Debtor”) and defendant PR Acquisitions LLC (hereinafter “PR Acquisitions”), by their respective undersigned attorneys, and respectfully state and pray as follows:

1. On May 7, 2010, Plaintiff filed the Complaint in the above captioned adversary proceeding, thereby challenging the extent of PR Acquisitions’ lien in a motor vehicle owned by Plaintiff, namely a 2007 Honda Civic with VIN #2HGFG11697H507968 and license plate GVV-113.

2. The appearing parties hereby submit that they have agreed to settle the above-styled litigation under the following terms and conditions:

A. Plaintiff shall pay PR Acquisitions the amount of \$12,500.00 with interest accruing at a rate of prime plus 2, or 5.25%, pursuant to the terms of the plan to be confirmed under §1325, for the value of the secured portion of the auto loan secured by the referenced 2007 Honda Civic. The secured portion will be paid in full through the plan.

B. The remaining balance of the debt on the auto loan—that is, the difference between \$22,275.69 and the amount to be treated as secured in accordance with subparagraph A herein—will be treated as an allowed unsecured claim in the plan to be confirmed and will be paid in accordance with the terms thereof.

C. Plaintiff will also fund the insurance coverage required as part of the conditional sales contract for the vehicle by way of direct payments to the insurance provider as part of the plan to be confirmed.

D. Proof of claim no. 1 as filed herein by PR Acquisitions will be allowed as amended to reflect the terms of this agreement and to be paid as set forth in this Stipulation.

E. The settling parties offer and provide the afore-stated stipulations for the sole purpose of avoiding the expense, delay and uncertainty of continuing litigation.

WHEREFORE, the appearing parties respectfully pray this Honorable Court to enter judgment in this action pursuant to the terms and conditions of the agreement contained herein.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on this 24th day of June 2010.

WE HEREBY CERTIFY that on Thursday, June 24, 2010, we electronically filed the foregoing with the Clerk of the Court using the CM/ECF System, which will send notification of such filing to the parties appearing in said system, including the U.S. Trustee and the Chapter 13 Trustee.

ROBERTO FIGUEROA-CARRASQUILLO

Counsel for Plaintiff/Debtor

PO BOX 193677

San Juan, PR 00919-3677

Phone: (787) 744-7699

Fax: (787) 746-5294

Email: rfigueroa@prtc.net

s/ Roberto Figueroa-Carrasquillo

By: _____

Roberto Figueroa-Carrasquillo

USDC No. 203614

O'NEILL & GILMORE, P.S.C.

Counsel for PR Acquisitions LLC

Citibank Towers, Suite 1701

252 Ponce de León Avenue

San Juan, Puerto Rico 00918

Phone: (787) 620-0670

Fax: (787) /620-0671

Email: lcordova@go-law.com

s/Lucas A. Córdova-Ayuso

By: _____

Lucas A. Córdova-Ayuso

USDC No. 226805